

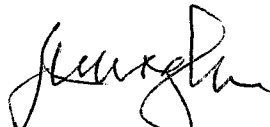


04 OCT 20 11 3

El Paso City-County Health and Environmental District Memorandum

DATE: October 18, 2004

TO: MAYOR AND CITY COUNCIL

FROM: JORGE C. MAGANA, M.D., F.A.A.P.
DIRECTOR 

SUBJECT: CONTRACT BETWEEN THE EL PASO CITY-COUNTY HEALTH &
ENVIRONMENTAL DISTRICT AND THE DEPARTMENT OF STATE HEALTH
SERVICES FOR TOXIC SUBSTANCE CONTROL

SCHEDULED: Consent Agenda for October 26 2004.

RECOMMENDED RESOLUTION:

That the Mayor be authorized to sign an Agreement with the Texas Department of State Health Services for DSHS Document No. 7460007499 2005, Att. No. 12 and all related documentation on behalf of the El Paso City-County Health and Environmental District. This agreement relates to the performance of asbestos compliance activities beginning October 1, 2004 and ending December 31, 2004. There is no cost to the City County Health and Environmental District related to this agreement.

SCOPE OF WORK:

- Health District shall perform asbestos compliance activities, including compliance inspections and compliance assistance with respect to state and federal asbestos regulations.
- Health District shall provide DSHS with reports and evidence of violations and shall enforce the provisions of state and federal asbestos regulations.
- Health District shall inspect public facilities for the presence of asbestos
- Health District shall inspect during the removal of asbestos from public buildings.
- Health District shall provide asbestos information to the public
- Health District shall make asbestos presentations to the public as requested.

BACKGROUND:

This is a contract renewal with The Department of State Health Services.

FINANCIAL:

Source of Funds: FY 2005	
Department of State Health Services	\$11,942.00
No City Grant Match Required	

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign an Agreement with the Texas Department of State Health Services for DSHS Document No. 7460007499 2005, Att. No. 12 and all related documentation on behalf of the El Paso City-County Health and Environmental District. This agreement relates to the performance of asbestos compliance activities beginning October 1, 2004 and ending December 31, 2004. There is no cost to the City County Health and Environmental District related to this agreement.

ADOPTED THIS 26th day of October 2004.

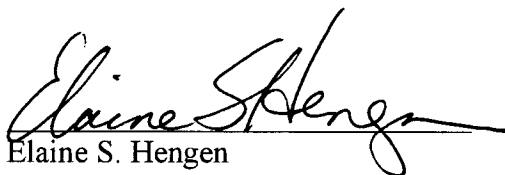
CITY OF EL PASO

Joe Wardy, Mayor

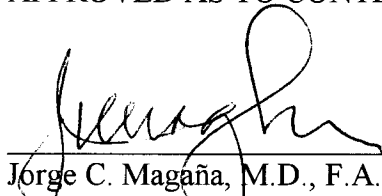
ATTEST:

Richarda Duffy Momsen, City Clerk

APPROVED AS TO FORM:


Elaine S. Hengen
Assistant City Attorney

APPROVED AS TO CONTENT


Jorge C. Magaña, M.D., F.A.A.P.
Director, El Paso City-County
Health and Environmental District



DEPARTMENT OF STATE HEALTH SERVICES
1100 WEST 49TH STREET
AUSTIN, TEXAS 78756-3199

STATE OF TEXAS

DSHS Document No. 7460007499 2005

COUNTY OF TRAVIS

Contract Change Notice No. 16

The Department of State Health Services, hereinafter referred to as RECEIVING AGENCY, did heretofore enter into a contract in writing with EL PASO CITY-COUNTY HEALTH & ENVIRONMENTAL DISTRICT hereinafter referred to as PERFORMING AGENCY. The parties thereto now desire to amend such contract attachment(s) as follows:

SUMMARY OF TRANSACTION:

ATT NO. 12 : TOXIC SUBSTANCE CONTROL DIVISION

All terms and conditions not hereby amended remain in full force and effect.

EXECUTED IN DUPLICATE ORIGINALS ON THE DATES SHOWN.

CITY OF EL PASO

Authorized Contracting Entity (type above if different from PERFORMING AGENCY) for and in behalf of:

PERFORMING AGENCY:

EL PASO CITY-COUNTY HEALTH &
ENVIRONMENTAL DISTRICT

By: [Signature]
(Signature of person authorized to sign)

Jorge C. Magana, M.D., F.A.A.P., Director
(Name and Title)

Date: October 8, 2004

RECOMMENDED:

By: _____
(PERFORMING AGENCY Director, if different from person authorized to sign contract)

RECEIVING AGENCY :

DEPARTMENT OF STATE HEALTH SERVICES

By: [Signature]
(Signature of person authorized to sign)

Bob Burnette, Director
Procurement and Contracting Services Division
(Name and Title)

Date: 10/15/04

LF PCSD - Rev. 6/04

Attest:

Joe Wardy, Mayor

Approved as to Form:

[Signature]
Elaine Hengen, Assistant City Attorney

Richarda D. Momsen, City Clerk

[Signature]

John M. Tune, Chairman, Board of Health

DETAILS OF ATTACHMENTS

Att/ Amd No.	DSHS Program ID/ DSHS Purchase Order Number	Term		Financial Assistance		Direct Assistance	Total Amount (DSHS Share)
		Begin	End	Source of Funds*	Amount		
01A	TB/PC 0000001624	01/01/04	12/31/04	93.116	291,023.00	0.00	291,023.00
02A	STD/HIV 0000001793	01/01/04	12/31/04	93.977 93.940	95,498.00	0.00	95,498.00
03B	IMM/LOCALS 0000001765	01/01/04	12/31/04	State 93.268	592,113.00	0.00	592,113.00
04A	HIV/SURV 0000002156	04/01/04	12/31/04	93.944	15,005.00	0.00	15,005.00
05A	EPI/LEAD 0000002251	07/01/04	06/30/05	93.262	50,000.00	0.00	50,000.00
06	STD/HIV C038563000	09/01/04	08/31/05		51,696.00	0.00	51,696.00
07	TB/PC C038602000	09/01/04	12/31/04	State	105,982.00	0.00	105,982.00
08	ACFH/POP C038800000	09/01/04	12/31/04	93.994	18,559.00	0.00	18,559.00
09	HIV/SURV C038858000	09/01/04	08/31/05		24,159.00	0.00	24,159.00
10	OPHP/LPHS C039221000	09/01/04	08/31/05		216,713.00	0.00	216,713.00
11	BNS/NUTRIT 0000301523	10/01/04	12/31/04	93.991	12,342.00	0.00	12,342.00
12	TSCD 0000301449	10/01/04	12/31/04	State 66.001	11,942.00	0.00	11,942.00
DSHS Document No.7460007499 2005 Change No. 16					Totals	\$ 0.00	\$1,485,032.00

*Federal funds are indicated by a number from the Catalog of Federal Domestic Assistance (CFDA), if applicable. REFER TO BUDGET SECTION OF ANY ZERO AMOUNT ATTACHMENT FOR DETAILS.

DOCUMENT NO. 7460007499-2005
ATTACHMENT NO. 12
PURCHASE ORDER NO. 0000301449

PERFORMING AGENCY: EL PASO CITY-COUNTY HEALTH & ENVIRONMENTAL
DISTRICT

RECEIVING AGENCY PROGRAM: TOXIC SUBSTANCES CONTROL DIVISION

TERM: October 01, 2004 THRU: December 31, 2004

SECTION I. SCOPE OF WORK:

PERFORMING AGENCY shall perform asbestos compliance activities, including compliance inspections and compliance assistance with respect to state and federal asbestos regulations.

PERFORMING AGENCY shall perform the compliance activities in accordance with the plans, directives, policies and procedures of the RECEIVING AGENCY. Compliance inspections shall be prioritized according to risk and will be initiated both by abatement notifications and through local surveillance of demolition and renovation activities.

PERFORMING AGENCY shall produce a monthly volume of compliance work that equates to one full-time equivalent (FTE) inspector position, meeting minimum performance standards established by the RECEIVING AGENCY. This program performs inspections and provides compliance assistance with respect to the Texas Asbestos Health Protection Act and Rules, the federal Asbestos Hazard Emergency Response Act, and the National Emission Standards for Hazardous Air Pollutants.

PERFORMING AGENCY shall adhere to the milestones contained in Exhibit "A" attached hereto and made a part of this Attachment. Failure to meet the performance standards contained in Exhibit "A" may result in termination of the contract with a 30-day notice.

SECTION II. SPECIAL PROVISIONS:

General Provision, **Miscellaneous Provisions**, is revised to include the following:

If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the appropriations act, health and human services agency consolidation, or any other disruption of current appropriations, provisions of the Termination Article shall apply.

SECTION III. BUDGET:

PERSONNEL	\$7,785.00
FRINGE BENEFITS	0.00
TRAVEL	0.00
EQUIPMENT	0.00
SUPPLIES	1,132.00
CONTRACTUAL	3,025.00
OTHER	0.00
 TOTAL	 \$11,942.00

Total reimbursements will not exceed \$11,942.00.

The financial status report is due the 30th of March.

EXHIBIT "A"
CONTRACT REQUIREMENTS

TIME LINE

MILESTONE 1 - Staffing

- On-going
- A. El Paso City-County Health and Environmental District (ECCHED) shall provide a minimum of one (1) full time equivalent employee (FTE) and ensure the employee is properly trained to perform inspections and related support work necessary to facilitate Texas Department of State Health Services (DSHS) compliance objectives applicable to state and federal asbestos regulations.
- 10-1-2004
- B. ECCHED shall submit to DSHS a report on each employee whose activities are chargeable under this contract. This report shall contain, at a minimum:
- (1) Names and respective responsibilities of asbestos staff in the ECCHED.
 - (2) Training completed by each staff member, including physicals and fit testing for breathing apparatus.
 - (3) A summary of training assistance needed for the FY 2005 asbestos program.

TIME LINE

MILESTONE 2 - Inspections

- On-going
- A. ECCHED shall employ procedures for conducting asbestos inspections in accordance with the DSHS standards, procedures, and guidelines. The procedures shall include as a minimum:
- (1) Standardized inspection checklist(s) as developed by DSHS covering all of the current asbestos regulatory requirements.
 - (2) Written inspection procedures to include:
 - (a) Use of standard checklist(s);
 - (b) Observation of work practices, including containment entry, when possible;
 - (c) Documentation of violations through recorded observations, samples, and photographs;
 - (d) Collection of samples and their subsequent analysis and tracking;

- (e) Presentation of credential and regulatory information;
 - (f) Personal protective procedures and equipment; and
 - (g) Exit discussion of inspection findings.
 - (4) Written procedures addressing the entering of containment, when needed, to determine compliance and the availability of personal protective equipment.
- B. EECHED shall inspect facilities having notifications ranked TOP and HIGH priority, in addition to demolition and renovation projects that have not notified DSHS. The total amount of inspections conducted for the term of the contract shall be equal to or greater than 56, with the work production distributed equally throughout the contract term. The minimum monthly inspection requirement is 15. Each active removal contractor shall be inspected at least once within the term of this contract. The monthly inspection results shall include a minimum of 75% of TOP priority and 50% of HIGH priority ranked notifications in addition to the inspections of facilities that have not notified DSHS of the demolition or renovation project.

TIME LINE

MILESTONE 3 – Compliance Assistance

On-going

ECCHED shall provide the regulated community with information that assists them with complying with state and federal asbestos regulations. The information shall include, but not be limited to copies of the pertinent regulations, DSHS regulatory clarifications, and other pamphlets and brochures published by DSHS for targeted audiences. ECCHED shall give presentations to the general public that relate to the asbestos regulations upon prior approval by DSHS.

TIME LINE

MILESTONE 4 - Reporting to DSHS

On-Going

All reports, including inspection reports and monthly production reports shall be submitted by the inspector directly to a DSHS Quality Assurance Officer (QAO) who will be responsible for ensuring all activities of the contract are performed in accordance with DSHS standards, procedures and guidelines.

- A. All onsite activities relating to compliance investigations shall be documented in accordance with the DSHS Legislative Budget Board (LBB) procedures for tracking surveillance activities. The surveillance activity information shall be reported to the QAO on the first working day of each month.

- B. Inspection reports shall be submitted to the QAO in no less than 30 days from the date of the inspection. Reports not meeting standards will be returned for correction and will not be counted as an inspection activity in accordance with Milestone 2 until it meets quality Standards.

TIME LINE

MILESTONE 5 - Enforcement Strategy

On-going

DSHS will receive reports and evidence of violations and conduct a program to enforce the provisions of state and federal asbestos regulations. The ECCHED asbestos inspector shall ensure that inspection reports that result in enforcement actions meet DSHS standards of evidence. As needed, ECCHED inspector(s) shall testify in formal hearings in support of the enforcement action.

TIME LINE

MILESTONE 6 – Jurisdictional Complaint Response

On-going

- A. ECCHED Inspector(s) shall respond to all citizen complaints involving asbestos containing material within 48 hours of receiving the complaint.
- B. ECCHED inspector(s) shall record all required complaint information on the appropriate forms provided by DSHS
- C. ECCHED inspector(s) shall immediately coordinate with the DSHS QAO for guidance on how to respond to any complaints that are significant in terms of concentration, duration, or potential health impacts.
- D. Complaint reports shall be submitted to the DSHS QAO no less than 30 days after the date of the investigation. A Complaint report is counted as an inspection activity in accordance with Milestone 2.

PROGRAM CONTACTS

Texas Department of State Health Services
Pete Robles

El Paso City-County Health and Environmental District
Jesus Reynoso



**DEPARTMENT OF STATE HEALTH SERVICES
1100 WEST 49TH STREET
AUSTIN, TEXAS 78756-3199**

STATE OF TEXAS

DSHS Document No. 7460007499 2005

COUNTY OF TRAVIS

Contract Change Notice No. 20

The Department of State Health Services, hereinafter referred to as RECEIVING AGENCY, did heretofore enter into a contract in writing with EL PASO CITY-COUNTY HEALTH & ENVIRONMENTAL DISTRICT hereinafter referred to as PERFORMING AGENCY. The parties thereto now desire to amend such contract attachment(s) as follows:

SUMMARY OF TRANSACTION:

ATT NO. 12A : TOXIC SUBSTANCE CONTROL DIVISION

RECEIVING AGENCY:

DEPARTMENT OF STATE HEALTH SERVICES

By: _____

(Signature of person authorized to sign)

Bob Burnette, Director

Procurement and Contracting Services Division

(Name and Title)

Date: _____

10/19/04

PCSD - Rev. 6/04

TEXAS DEPARTMENT OF HEALTH

RECEIVING AGENCY PROGRAM: TOXIC SUBSTANCES CONTROL DIVISION

PERFORMING AGENCY: EL PASO CITY-COUNTY HEALTH & ENVIRONMENTAL DISTRICT

CONTRACT TERM: 10/01/2004 THRU: 12/31/2004

BUDGET PERIOD: 10/01/2004 THRU 12/31/2004

TDH DOC. NO. 7460007499 200512A CHG. 20

REVISED CONTRACT BUDGET

FINANCIAL ASSISTANCE			
OBJECT CLASS CATEGORIES	CURRENT APPROVED BUDGET (A)	CHANGE REQUESTED (B)	NEW OR REVISED BUDGET (C)
Personnel	\$7,785.00	\$(2,000.00)	\$5,785.00
Fringe Benefits	0.00	2,000.00	2,000.00
Travel	0.00	0.00	0.00
Equipment	0.00	0.00	0.00
Supplies	1,132.00	0.00	1,132.00
Contractual	3,025.00	(3,025.00)	0.00
Other	0.00	3,025.00	3,025.00
Total Direct Charges	\$11,942.00	\$0.00	\$11,942.00
Indirect Charges	0.00	0.00	0.00
TOTAL	\$11,942.00	\$0.00	\$11,942.00
PERFORMING AGENCY SHARE:			
Program Income	0.00	0.00	0.00
Other Match	0.00	0.00	0.00
RECEIVING AGENCY SHARE	\$11,942.00	\$0.00	\$11,942.00
PERFORMING AGENCY SHARE	\$0.00	\$0.00	\$0.00
Detail on Indirect Cost			
Rate Type:			
Rate	0.00	Base	\$0.00
		Total	\$0.00
Budget Justification: Reallocation of existing funds to reflect expenditures.			

Form No. GC-9

The financial status report is due the 30th of March.